

# **Sale No. GSA-R-1499**

## **56.7 ACRES OF VACANT LAND**

**A PORTION OF THE FORMER 48<sup>TH</sup> & HOLLY LANDFILL**

## **48<sup>TH</sup> AND HOLLY STREETS COMMERCE CITY, COLORADO**

THIS PAGE IS FOR NON-CONTRACTUAL INFORMATION PURPOSES ONLY

This property has a Landfill Gas Extraction System (LGES) installed which collects methane gas created by decomposition of buried organic materials. Methane is highly flammable and combustible and therefore a system of sub-surface pipes are used to channel and collect the gas where it is burned off in a safe and controlled manner.

The LGES is a remedy in place to keep the property safe for human health and the environment and approved as operating successfully and properly by the Environmental Protection Agency. The continued successful operation of LGES is therefore a key component of any offer to purchase this property.

For more information concerning the LGES, please contact:  
Maureen O'Reilly at 303-312-6402 or Richard Sisk at 303-312-6638

**SURPLUS REAL ESTATE**

# **FOR SALE**

**Sale No. GSA-R-1499**

**56.7 ACRES OF VACANT LAND**  
A PORTION OF THE FORMER 48<sup>TH</sup> & HOLLY LANDFILL  
**48<sup>TH</sup> AND HOLLY STREETS**  
**COMMERCE CITY, COLORADO**

Issue Date November 16, 2005.



**U.S. General Services Administration**

Public Buildings Service  
Real Property Disposal Division  
819 Taylor Street, Suite 8A10  
Fort Worth, Texas 76102-6103  
817-978-2331  
<http://propertydisposal.gsa.gov>

## **Important Notice**

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids for Real Property Purchase will be received continuously until sold at the GSA Real Property Disposal Division office in Fort Worth, Texas.
- Bids must be made on the Bid Forms contained in this Invitation for Bids.
- All bids must include a bid deposit as described in the Instructions to Bidders.
- Credit card deposits must include the “Deposit by Credit Card” form included in this IFB.
- The following information must appear in the lower left hand corner of the bid envelope.

SALE #	GSA-R-1499
SALE DATE	On-Line Auction
SALE OFFICE	7PR

See the property on the Internet at: <http://propertydisposal.gsa.gov>

# **SALE OF GOVERNMENT REAL PROPERTY**

**SALE NO. GSA-R-1499**

## **INVITATION FOR BIDS**

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**56.7 Acres of Vacant Land – Former 48<sup>th</sup> & Holly Landfill  
48<sup>th</sup> & Holly Streets  
Commerce City, Colorado 80216.**

Bids for the purchase of the Government owned property described in the Schedule portion of this Invitation for Bids will be received continuously by the General Services Administration for Sale Number GSA-R-1499, at the General Services Administration Real Property Disposal Division, 8A10 of the Fritz Lanham Federal Building located at 819 Taylor Street, Fort Worth, Texas 76102. As used therein "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

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### **BID REGISTRATION SHOULD BE SUBMITTED TO:**

GENERAL SERVICES ADMINISTRATION  
REAL PROPERTY DISPOSAL DIVISION – 7PR  
819 TAYLOR STREET, ROOM 8A10  
FORT WORTH, TEXAS 76102

The property can be viewed and inspected by appointment only. GSA's web site at <http://propertydisposal.gsa.gov> contains additional information. To make an appointment call **John A. Robinson** at **817-978-4245** or write to Real Property Disposal Division, (7PR), General Services Administration (GSA), 819 Taylor Street, Fort Worth, TX 76102. **E-Mail Address is [john.robinson@gsa.gov](mailto:john.robinson@gsa.gov)**

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion thereon, and (1) the Instructions to Bidders; (2) the General Terms of Sale; (3) the Special Terms of Sale, Invitation No. GSA-R-1499; and (4) the provisions of Bid Form and Acceptance, all of which are attached to this Invitation for Bids and by this reference made a part thereof.

## SCHEDULE

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### 1. **Background:**

**Location.** The 48<sup>th</sup> and Holly Landfill (i.e. Landfill) is located approximately 5 miles northeast of downtown Denver in a heavy industry area. The former Landfill is located approximately at 48<sup>th</sup> Avenue and Holly Street. The Landfill sits partly within the City and County of Denver, and partly within Commerce City in Adams County. The surface area of the entire Landfill is approximately 94 acres.

The Landfill is made up of three parcels. The United States owns approximately 56.7 acres in the center of the Landfill, which parcel is the subject property of this IFB. The United States parcel is in Commerce City. The other portions of the Landfill are owned by the Colorado and Eastern Railroad Company (CERC), approximately 10 acres on the eastern portion of the Landfill and the Burlington Northern Santa Fe Railroad (BNSF), approximately 27 acres on the western side of the Landfill. See Figure 1.

**Land Use.** Land use near the Landfill is primarily industrial and includes trucking firms, petroleum refining operations, chemical production and supply companies, warehouses, and small businesses. The Landfill and properties adjacent to the Landfill are zoned for light and heavy industrial uses. Commerce City has stated its intent to zone the Property I-1S, Industrial Park Storage effective upon conveyance of title to private parties.

Fifteen residences, approximately 25 people, are located within a one-mile radius of the Site. The daytime population reaches several hundred because of the local businesses and industrial nature of the area.

**Landfill History.** Waste disposal operations at the Landfill were conducted between 1968 and 1975, during which time, demolition and domestic refuse were accepted. In 1977, two explosions, that killed two men and injured five others, were traced to the migration of methane gas from the Landfill. In response, both passive and active venting systems were installed on portions of the Landfill at different times. The Landfill is part of the Sand Creek Industrial Superfund Site (Site), which was listed on the National Priorities List in 1983 and deleted from the National Priorities List on December 20, 1996.

To address the environmental conditions at the Landfill portions of the Site, EPA designated Operable Units 3 & 6. Operable Unit 3 (OU 3) covers contaminated groundwater, surface water, soil and air in the vicinity of the Landfill. OU 6 addresses the emissions and migration of explosive gases from the Landfill.

In 1990, EPA issued a unilateral administrative order (UAO 90-20), Docket No. CERCLA-VIII-90-20, pursuant to Section 106 of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9606, to Burlington Northern Railroad (BNR) and Browning Ferris Industries (BFI), the Potentially Responsible Parties (PRPs), requiring that the PRPs conduct a Removal Action for Operable Unit 6 of the Site (i.e. the Landfill). Pursuant to UAO 90-20, the PRPs completed an Engineering Evaluation/Cost Analysis (EE/CA), approved by EPA on December 11, 1990, after which EPA issued an Action Memorandum (i.e. decision document) on December 24, 1990. The response action chosen in the Action Memorandum called for the construction, operation, and maintenance of a Landfill Gas Extraction System (LFGES), soil cover improvements, and construction of a perimeter fence and warning signs. Pursuant to

UAO 90-20, the PRPs, designed and completed construction of the LFGES, soil cover, fencing and warning signs by October 31, 1991.

EPA issued a Record of Decision (ROD) for OU 3 and OU 6 on June 30, 1993. The OU 3/OU 6 ROD incorporated all the components of the work already performed under the OU 6 Action Memorandum and called for:

- (1) Continued Operation and Maintenance (O&M) of the OU 6 LFGES;
- (2) Continued maintenance of the soil cover on the Landfill;
- (3) Continued maintenance of the perimeter fence and warning signs;
- (4) Continued implementation of existing institutional controls (ICs) and additional ones, if necessary;
- (5) Implementation of the OU 3 groundwater monitoring program and periodic site reviews.

The remedial objectives of the remedy in the OU 3/OU 6 ROD are to:

- (1) Prevent the inhalation of Landfill gas emissions at levels that pose an endangerment to human health;
- (2) Prevent explosion hazards by minimizing the accumulation of Landfill gas;
- (3) Prevent dermal contact with Landfill contents;
- (4) Prevent the use of groundwater underlying the Landfill as a drinking water source.

On January 31, 1994, EPA issued a second unilateral administrative order (UAO 93-27), Docket No. CERCLA-VIII-93-27, to the PRPs to implement the ROD. BNSF and Allied Waste, the corporate successors of BNR and BFI, respectively, continue to perform the operation and maintenance of the remedy selected in the ROD.

## 2. **Landfill Gas Extraction System (LFGES):**

The LFGES operates as a single integrated system across the Landfill. Disturbances on one portion of the Landfill can disrupt effective operation of the system. The LFGES consists of a series of gas-extraction wells interconnected by gas collection piping. Two centrifugal blowers that connect to a single point in the gas collection piping and operate alternately induce the flow of gases from the gas-extraction wells. The gas is diverted to an enclosed flare system for treatment before it is emitted to the atmosphere. Condensate generated in the gas collection piping is piped to a condensate storage tank before being discharged to a sanitary sewer. Condensate is pumped to the sanitary sewer by a submersible pump suspended in the condensate storage tank. Major components of the system are further described below.

**Gas Extraction Wells.** The LFGES includes 75 gas extraction wells, 43 of the wells are on the Parcel for sale under this IFB. They were installed by drilling 36 inch diameter boreholes to the bottom of the refuse. The wells consist of solid and perforated 6 inch high-density polyethylene (HDPE) pipe. The length of the perforated pipe was determined by the depth of refuse. The length of solid pipe is 12 feet for wells that are 30 feet deep or less and 15 feet for wells more

than 30 feet deep. Extraction wells are protected at the ground surface by fiberglass well encasements with removable locking lids.

**Piping.** The LFGES includes approximately 15,700 feet of HDPE pipe to transport Landfill gas from the extraction wells to the enclosed flare system. Approximately, 9000 feet of this piping is within the Parcel for sale under this IFB. The pipe was installed by excavating into the refuse and placing the pipe on compacted sand bedding. Buried piping was backfilled using refuse-free soil. The piping has a minimum slope of 2 percent to allow condensate to drain into one of four condensate sumps located at low points in the piping system.

**Blower Building.** A 22 foot-wide by 28 foot-long metal building was installed to house a condensate knockout pot and two centrifugal blowers. This building sits on the BNSF parcel. The building is equipped with an explosion-proof exhaust fan to provide ventilation and an explosion-proof heater to prevent condensate from freezing in the knockout pot.

The blowers were mounted in the building to draw gas from the extraction wells. The outlet of the blowers is piped to the enclosed flare system. A knockout pot constructed of HDPE in the building captures condensate in the gas stream. Before entering the blowers, gas is diverted through the pot. The pot is equipped with a sight glass to monitor the fluid level and a manual drain system that is connected to a 10,000 gallon condensate storage tank.

**Condensate Sumps.** Four condensate sumps are located at low points in the piping of the LFGES to allow the condensate to drain by gravity. Two of these sumps are located on the 56.7 acres. The condensate drains to the sumps and is transferred to the storage tank using a submersible pump suspended in each sump. Approximately 2800 feet of HDPE condensate piping transfers condensate from tanks located in each of the four condensate sumps. The submersible pumps are automatically activated by electronic level controls in the sumps.

**Condensate Storage Tank.** An underground condensate storage tank collects condensate from the condensate sumps located at four different points in the piping and the knockout pot in the blower building. This tank is located on the BNSF parcel. The 10,000 gallon tank is double-walled and constructed of plastic that is reinforced with fiberglass. The annular space between the primary and secondary tanks is filled with a colored brine solution for leak detection. A monitoring system continuously monitors the level of brine solution and provides an audible and visual alarm that will sound if a leak occurs in the primary tank.

**Enclosed Flare System.** The LFGES includes an enclosed flare to collected gases. The enclosed flare system consists of a 50 foot-tall by 8 foot-diameter stack with three burners, flare pilot assembly, purge blower and control panel. The Enclosed Flare is located on the BNSF parcel. A propane tank supplies the flare pilot assembly with fuel to ignite a pilot flame. Landfill gas entering the system is diverted through the burners and ignited by the flare pilot assembly.

**Gas Monitoring Probes.** There are twenty two gas monitoring probes around the perimeter of the Landfill to monitor the performance of the LFGES.

### **3. Operation and Maintenance (O&M) of the OU 3 and OU 6 Remedies:**

The PRPs currently perform O&M activities on all portions of the Landfill, including the parcel that is the subject of this IFB, pursuant to UAO 93-27 and the Final Work Plan/Remedial Design

Report (July 1994). The PRPs submit semi-annual reports on the O&M activities. The following O&M tasks, related to the Landfill, are performed by the PRPs:

- (1) Operation and Maintenance of the LFGES;
- (2) Maintenance of the soil cover system;
- (3) Maintenance of the perimeter fence and signs;
- (4) Implementation of an environmental monitoring program; and,
- (5) Maintenance of institutional controls.

These tasks are described in more detail below.

**O&M of the LFGES.** Since the startup on May 31, 1991, the LFGES has been in continuous operation except for brief periodic maintenance activities. O&M of the various components of the LFGES is conducted by the PRPs in accordance with the O&M Manual (March 1992) and equipment manufacturer's specifications. The PRPs evaluate and implement, if necessary, improvements to the LFGES during normal performance of O&M activities. Performance of the LFGES is monitored with the implementation of the environmental monitoring program. Pursuant to the UAO 93-27, continuous operation of the LFGES may be modified or terminated if the monitoring data indicate that methane gas levels at the perimeter are below levels of concern and with EPA approval.

**Soil Cover System.** The PRPs maintenance of the soil cover system includes, but is not limited to, periodic visual inspection of the cover during routine LFGES O&M activities; spot reseeding of areas as required to maintain grass cover; mowing as required to maintain grass cover and control of weeds; and, evaluation and implementation, if necessary, of improvements to the soil cover system, such as placement and grading of fill, during normal performance of O&M activities.

**Fencing.** A three-strand, smooth-wire fence surrounds the Landfill. The wires are equally spaced and supported by 4-foot high steel posts. Warning signs are posted along the entire length of the fence. Maintenance of the fence includes, but is not limited to, maintaining/repairing fence posts; repairing cut strands of wire; and, replacing warning signs.

**Environmental Monitoring Program.** The environmental monitoring program consists of Landfill gas monitoring and groundwater monitoring. Landfill gas monitoring is performed to evaluate the operation and performance of the LFGES. On the basis of the monitoring, modifications can be made to the LFGES to ensure that a sufficient amount of gas is extracted to minimize vertical and horizontal migration and minimize intrusion of atmospheric air into the Landfill. The gas monitoring probes at the Landfill perimeter are monitored for percent methane and well pressure to evaluate the performance of the LFGES and to modify operations to prevent lateral migration of gas. Pursuant to the UAO, continuous operation of the LFGES may be modified or terminated if the monitoring data indicate that methane gas levels at the perimeter are below levels of concern and with EPA approval. Groundwater monitoring consists of measuring water levels and collecting water quality samples from three monitoring wells upgradient and six monitoring wells downgradient of the Landfill, and sampling the surface water where the groundwater discharges to the spring. Samples are analyzed for VOCs and metals.



**Institutional Controls.** The primary purposes of institutional controls are to protect the integrity of the soil cover system, to prevent the use of the groundwater underlying the Landfill for drinking water purposes and to protect the LFGES. Current zoning prohibits residential development on the Landfill.

#### **4. Legal Description:**

A tract of land situate in Sections 17 and 18, Township 3 South, Range 67 West of the 6th P.M., more particularly described as follows:

Beginning at a point on the Southerly line of said Section 17, a distance of 20.00 feet Westerly from the Southeast corner of the W  $\frac{1}{2}$  W  $\frac{1}{2}$  SW  $\frac{1}{4}$  of said Section 17;

thence along said Southerly line, bearing South 89° 50' 54" West, a distance of 326.55 feet to a point which is 312.27 feet Easterly from the Southwest corner of said Section 17;

thence along a line bearing North 0° 23' 07" West, a distance of 201.27 feet;

thence along a line bearing South 89° 36' 53" West, a distance of 600.00 feet;

thence along a line bearing North 0° 18' 17" West, a distance of 96.54 feet;

thence along a line bearing North 62° 43' 23" West, a distance of 81.44 feet;

thence along a line bearing South 84° 48' 31" West, a distance of 470.20 feet;

thence along a line bearing North 60° 55' 35" West, a distance of 280.38 feet;

thence along a line bearing North 33° 38' 41" West, a distance of 120.04 feet;

thence along a line bearing North 17° 15' 47" West, a distance of 177.03 feet;

thence along a line bearing North 89° 51' 05" West, a distance of 129.37 feet to a point on the Westerly line of E  $\frac{1}{2}$  SE  $\frac{1}{4}$  of said Section 18, which said point is a distance of 703.84 feet from the Southwest corner of said E  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Section 18;

thence along said Westerly line, bearing North 0° 08' 55" East, a distance of 1561.52 feet to a point on the Southeasterly line of the Rock Island Railroad Right of Way;

thence along said Southeasterly Right of Way line, bearing South 53° 23' 46" East, a distance 2441.53 feet to a point on the Westerly line of Ivy Street, which said point is 20.00 feet West of the Easterly line of the W  $\frac{1}{2}$  W  $\frac{1}{2}$  SW  $\frac{1}{4}$  of said Section 17;

thence along said Westerly line of Ivy Street, bearing South 0° 06' 34" West, a distance of 798.94 feet to the point of beginning, County of Adams, State of Colorado.

EXCEPT any portion thereof conveyed to the City of Commerce City by Deed recorded October 29, 1975, in Book 2026 at Page 267 to wit:

A tract of land located in Section 17, Township 3 South, Range 67 West of the 6th P.M., more particularly described as follows:

Beginning at a point on the Southerly line of said Section 17, a distance of 20 feet Westerly from the Southeast corner of the West ½ West ½ Southwest ¼ of said Section 17;

thence South 89° 50' 54" West, a distance of 15 feet;

thence North 00° 06' 34" West, a distance of 810.12 feet to the Southeasterly right-of-way line of the Rock Island Railroad;

thence along said Southeasterly right-of-way line, South 53° 23' 46" East, a distance of 18.68 feet;

thence South 00° 06' 34" East, a distance of 789.94 feet to the point of beginning.

6. NOTICE, CERCLA COVENANT, and ACCESS.

- A. NOTICE of Hazardous Substance Activity. Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that Attachment "[A]" provides the following information: (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property; (2) the time such storage, release or disposal took place; and (3) a description of remedial action taken, if any.
- B. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

- (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
  - i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
  - ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
  - iii. in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days

written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
  - (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.
- C. ACCESS. The Grantor reserves a perpetual right and easement of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to the United States. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. In addition, the State of Colorado, by and through its agencies and agents that are authorized to execute and enforce applicable environmental statutes and regulations, shall have the right (upon reasonable notice to the record title owner) to enter upon the Property to conduct any and all actions necessary to perform their lawful duties. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants. In addition, any party that is implementing work under order or agreement with EPA shall have the right to enter upon the Property to perform the activities needed to comply with such order or agreement.

## 7. FUTURE LAND USE and LANDFILL GAS EXTRACTION SYSTEM AGREEMENT

- A. As a condition of accepting a bid, bidder, as grantee, must covenant and agree for itself and its successors and assigns that grantee shall have no right to make any use of, nor allow any activity on the 56.7 acres without the prior written authorization of EPA.

## 8. GENERAL EXCEPTIONS, RESTRICTIONS, COVENANTS AND AGREEMENTS

- A. This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described property and the final instrument of conveyance shall contain the following terms and provisions of exception:
  - (1) All existing licenses, permits, easements and rights-of-way for streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record, including, but not limited to the Special Improvement District of the City of Commerce City, Colorado, recorded September 20, 1976, in Book 2891 at Page 527, of the Adams County Clerk.
  - (2) All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas, and/or minerals, whether or not of record.
  - (3) All other existing interests reserved by any Grantor(s) in chain of title unto said Grantor(s), their respective successors and assigns, which affects any portion of the property interest(s) hereinabove described, whether or not of record.

- (4) Any survey discrepancies, conflicts, or shortages in area boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject property.
- (5) Existing zoning ordinances and resolutions, soil conservation district rules and regulations, and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject property.
- (6) SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the United States of America in any Patent(s) which cover(s) the property.

B. This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following covenants which shall be set forth in the final instrument of conveyance in the following manner:

Grantee covenants for himself, his heirs and assigns and every successor in interest to the property herein described or any part thereof that he shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the United States shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed:

- (1) All restrictive covenants or other burdens or encumbrances of record affecting the subject property.
- (2) Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

C. This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following agreements:

- (1) Upon conveyance to nonfederal entity, the Property will become subject to all applicable laws, ordinances, and regulations, which may not have applied while title remained in the United States, including building or zoning ordinances and post conveyance taxes which were previously not in effect. In addition the property remains subject to any reservations made by the United States contained in the patents issued which pertain to the subject Property.

## **GENERAL TERMS OF SALE**

### **(GOVERNMENT REAL AND RELATED PERSONAL PROPERTY)**

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#### **1. TERMS OF PAYMENT.**

Bids to purchase the property must be on an all cash basis. All deposits shall be payable in United States dollars.

#### **2. BID DEPOSIT.**

Paragraph 4 of Instructions to Bidders, requires a bid deposit to accompany each bid. The amount of such bid deposit must be at least \$10,000. Such bid deposit must be in the form of United States currency, a United States Postal Service money order, cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of General Services Administration. Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted. Credit card deposits must be made on the Bid Deposit by Credit Card form provided in this IFB.

#### **3. BALANCE OF PURCHASE PRICE.**

Payment of the balance of the purchase price and required special deposit, if any, shall be effected by wire transfer of funds. Such wire transfer shall be initiated by the bidder and effectuated by the bidder having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to each successful bidder upon acceptance by the Government of such bid.

#### **4. DESCRIPTION.**

The descriptions of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, by any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

#### **5. INSPECTION.**

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after opening.

#### **6. METHOD OF AWARD.**

Successful High Bidder(s) will be notified by letter that award has been made on the item(s) bid.

#### **7. TERM - "INVITATION FOR BIDS."**

The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids, and its schedule; the instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

## 8. DESCRIPTIONS IN INVITATION FOR BIDS.

The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

## 9. INSPECTION.

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully Informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

## 10. CONDITION OF PROPERTY.

The property Is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

## 11. ZONING.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement.

## 12. CONTINUING OFFERS.

Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 calendar days. If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.

## 13. POSSESSION.

- a. The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of his/her bid. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the 16th calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.
- b. Although by assuming possession under a, above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal

Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance.

#### 14. TAXES.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

#### 15. RISK OF LOSS.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

#### 16. INSURANCE.

- a. In the event a bid to purchase on credit terms is accepted, the successful bidder shall procure and maintain insurance at bidder's expense during the term credit is extended effective as of the date of assumption or possession of the property or the date of conveyance, whichever occurs first, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- b. In the event a bid to purchase for cash is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at bidder's expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- c. Fire, extended coverage, and vandalism and malicious mischief insurance shall be maintained on the real and personal property covered by the bid, and such other property insurance as required to protect the Government's interest, and shall be in such amounts which, after taking into account the coinsurance provision, If any, of the insurance policies, will protect the unpaid indebtedness. All property insurance policies furnished in connection with credit sales shall be written in the name of the bidder, but shall name "General Services Administration," as loss payee under a Standard Mortgage Clause (non-contributing) for real property and as a loss payee for personal property.
- d. Insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of insurance for the required insurance shall be provided as of the date of closing of the sale and all insurance policies or binders shall include a thirty (30) calendar day notice of cancellation to GSA.
- e. Information concerning insurance requirements will be furnished by the Office of Real Estate Sales.

#### 17. ANTITRUST LAWS.

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money deposit without interest.

## 18. REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## 19. GOVERNMENT LIABILITY.

If this Invitation for Bids is accepted by the Seller and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

## 20. TITLE EVIDENCE.

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

## 21. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

## 22. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.

The Government shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with 6, above.

## 23. DELAYED CLOSING.

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.



## 24. DOCUMENTARY STAMPS AND COST OF RECORDING.

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

## 25. CONTRACT.

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

## 26. OFFICIALS NOT TO BENEFIT.

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

# INSTRUCTIONS TO BIDDERS – Online Auction

## (Government Real and Related Personal Property)

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### 1. TYPE OF SALE.

The method of sale used here is an On-line Auction, which can also be described as a written auction. It is much like an oral auction except that instead of voice bids, electronic or written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by computer, fax or mail and increase your bid by either mail, fax or from your computer on the internet from your home or office. Bidding will take place over a couple of weeks or until the property is sold. You can find out when new bids come in and what the high bids are by viewing our web page at <http://www.auctionrp.com/auctions2> under "View the auction".

### 2. BIDDING IN GENERAL.

Bids will be received until a high bid is awarded. All bids are irrevocable for 60 days from the date of receipt by the Government. The bid that represents the best price to the Government will be considered for acceptance. The Government reserves the right to reject any and all bids at any time for any reason.

### 3. REGISTERING BIDDERS, USER ID & PASSWORD.

#### a. Registration is a 3-step process.

- (1) Bid Form in this Invitation for Bids (IFB) must be filled out, signed and dated and returned to the sales office identified in the IFB. Faxed Bid Forms are acceptable.
- (2) Online registration on our Internet sale site.
- (3) Bid deposit, as stated on the Bid Form, must be received by Cashier's Check or by Credit Card using the Bid Deposit by Credit Card Form in this IFB are the authorized Bid Deposit payment methods. Personal or business checks are NOT acceptable. Cash is not recommended.

#### b. Once the Bid Form, on-line registration, and bid deposit are received, the bidder's User ID and Password from the online registration will be activated and electronic bids may be made. The

bidder User ID will be used to identify the bidders on the recorded information and on the auction web page. Bidders assign their own User ID (limited to eight (8) characters) and Password. However, as this is a public forum, privacy of bidder names and addresses is not implied and may be released to third parties. If you do not register online, a User ID and Password will be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail or fax. The User ID number will be used to identify the bidders on our auction web page, [www.auctionrp.com/auctions2](http://www.auctionrp.com/auctions2).

#### 4. CONTINUOUS BIDDING RESULTS.

The current high bid is available any time (24 hours a day) by viewing the auction at **<http://www.auctionrp.com/auctions2>**.

#### 5. 24- HOUR "SOFT CLOSE" BID SURVIVAL ROUTINE.

Once bidding slows down, a date and time will be set for the receipt of final bids announced on the web page. On that date and time, a 24-hour clock starts for the current High Bid. If that bid survives the next 24-hours without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder. If an increased bid is received within 24-hours, then bidding will be held over an additional 24-hours, excluding weekends and Federal holidays, on the same terms.

#### 6. BID FORM.

- a. Bids must be submitted on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. Faxed bids are acceptable and may be modified or withdrawn by confirmed request prior to the time of award. The High Bidder identified at the end of the sale shall provide an original, signed and dated Bid Form to the GSA sale office prior to closing.
- b. Bid Forms shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.
  - (1) Check appropriate box for Initial or Increased Bid.
  - (2) Fill in Date of Bid line.
  - (3) Fill in Bid Amount in the space indicated.
  - (4) Check the appropriate Bidder circle whether bidding as an individual, trustee, partnership or corporation.
  - (5) Fill in the Name, Address, and Phone Number section of the Bid Form.
  - (6) Sign and Date the Bid Form.
- c. Bids must be submitted without contingencies.
- d. Bids that are not submitted on GSA forms will be rejected.
- e. Negligence on the part of the bidder in preparing and submitting the bid confers no right for withdrawal or modification of the bid after it has been received.
- f. In submitting an initial bid, return the Bid Form (in duplicate) and bid deposit. Retain all other documents, including one copy of the Bid Form, for your record.

## 7. BID ENVELOPES.

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the failure to open a bid not properly addressed and identified.

## 8. INCREASING A BID ONLINE.

If you learn from the web page that your bid is not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. If your bid is not accurately shown on the web page, then you must call us at 817-978-2331. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer subject to all the terms of this IFB.

## 9. INCREASING A BID BY FAX.

- a. Bids by fax may be made by using the bid deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The fax number for increased bids or initial bids is (817) 978-2063.
- b. A bid submitted by fax will only be accepted during business hours and must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following:
  - (1) Receipt of a garbled or incomplete bid
  - (2) Availability or condition of the receiving facsimile equipment
  - (3) Incompatibility between the sending and receiving equipment
  - (4) Delay in transmission or receipt of bid
  - (5) Failure of the bidder to properly identify the bid
  - (6) Illegibility of bid
  - (7) Security of bid data

If your fax bid is not reflected on the web page and your bid is higher than the announced bid, you must call the Sales Office at (817) 978-2331 for verification that your bid was received.

## 10. 24-HOUR "SOFT CLOSE" BID SURVIVAL ROUTINE.

The Government will announce a date for the receipt of final bids on the sale web page. On that date at 2:00 p.m. Central, a 24-hour clock starts for the High Bid. If the high bid on the announced date at 2:00 p.m. survives 24-hours without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder. If an increased bid is received within 24-hours, then bidding will be held over an additional 24-hours, excluding weekends and Federal holidays, on the same terms. This process will continue until a bid remains unchallenged. Bid survival time increments may be changed from 24 hours (reduced or increased) as determined by the Government. Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at <http://auctionrp.com/auctions2>.

## 11. FINAL BIDS AND ENDING OR SUSPENDING THE SALE.

Once bidding stops and a high bid has been determined, the high bidder will be considered for award of sale and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop the sale for any reason without award and start a new sale at any time. The Government may resolve bidding conflicts by determining who is the high bidder and high bid and re-open bidding until bidding stops as described above. The Government may temporarily suspend a sale to resolve sale controversies and resume a sale at any time.

## 12. BID EXECUTED ON BEHALF OF BIDDER.

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed.
  - (1) The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- b. Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

## 13. BID DEPOSIT TERMS - REGISTRATION.

A bid deposit not less than the amount required by this Invitation for Bids must accompany each bid, as follows:

- a. In the form of a cashier's check payable to the order of: "General Services Administration or (Name of Bidder)". This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids that are rejected will be returned to bidders, without interest, within 5 business days after rejection of the bids, or
- b. Credit cards (Visa, MasterCard, American Express, Discover) may be used for Bid Deposits and will be accepted only with the Bid Deposit by Credit Card form provided in the Invitation for Bids. CREDIT CARD DEPOSITS SUBMITTED WITHOUT THE "BID DEPOSIT BY CREDIT CARD" FORM WILL NOT BE REGISTERED UNTIL THE SALE OFFICE RECEIVES THE FORM. Credit card deposits on rejected bids will be credited within 5 business days after rejection of the bid. Faxes of all required forms are acceptable.

## 14. BID DEPOSIT TERMS – HIGH BIDDER 10% BID DEPOSIT.

- a. Within five (5) business days of acceptance of an offer by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the registration deposit, will equal at least ten percent (10%) of the final amount bid. Failure to so provide such bid deposit within five (5) business days of the Government's acceptance of an offer shall require rejection of the bid as a default under the terms of Paragraph 12 of the General Terms of Sale herein.

- b. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within thirty (30) calendar days after award. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.
- c. Bid deposits received from the two highest bidders will be held as stipulated in Paragraph 14, Backup Bidder. All other registration deposits will be returned.

#### 15. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award: 1) If the first High Bidder is unable to consummate the transaction; 2) if the first High Bidder fails to increase their initial bid deposit to the required 10% of the purchase price. The Backup Bidder's deposit will be retained, without interest, until the first High Bidder meets both of the above requirements. Subsequently the bid deposit of the second-high bidder will be returned by mail immediately thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

#### 16. ACCEPTABLE BID.

A bid received from a responsive bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable, bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

#### 17. NOTICE OF ACCEPTANCE OR REJECTION.

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when announced on the Sales Office's web site, faxed, e-mailed, or regularly mailed to the bidder or his duly authorized representative at the address indicated in the Bid Form. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

#### 18. ADDITIONAL INFORMATION.

The General Services Administration issuing office, at the address given in this Invitation for Bids will, upon request, provide additional copies of this Invitation for Bids, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids and any amendments made thereto prior to award of sale.

#### 19. WAIVER OF INFORMALITIES OR IRREGULARITIES.

The Government may, at its election, waive any minor informality or irregularity in bids received.

## QUITCLAIM DEED

STATE OF }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF }

THAT the UNITED STATES OF AMERICA acting by and through the Administrator of General Services (hereinafter sometimes called "Grantor"), under and pursuant to authority of the Federal Property and Administrative Services Act, of 1949 (63 Stat. 377, 40 U.S.C. 471, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the sum of (SALES PRICE) Dollars (\$) ) duly paid by (GRANTEE'S NAME) , (GRANTEE'S ADDRESS) , the receipt of which is hereby acknowledged, hereby QUITCLAIMS unto the said (GRANTEE'S NAME) (hereinafter sometimes called "Grantee"), his heirs and assigns, subject to the reservations, exceptions, covenants and conditions hereinafter set forth, all of its right, title, and interest in the following described property situated in the County of (COUNTY) , State of (STATE) , to wit:

(Property description, as contained in SCHEDULE, to be inserted.)

(Provisions and clauses of reservation, as set forth in SCHEDULE, to be inserted.)

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property:

(Provisions as to exceptions to which conveyance is made, as set forth in the SCHEDULE, to be inserted)

Grantee covenants for himself, his heirs and assigns and every successor in interest to the property herein described or any part thereof that he shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the United States shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed:

(Provisions of covenants as set forth in the SCHEDULE, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property and Administrative service Act of 1949, as amended, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_ .

UNITED STATES OF AMERICA  
Acting by and through the  
Administrator of General Services

WITNESSES:

By: James Ferracci  
Real Property Disposal Division 7PR  
Public Buildings Service,  
General Services Administration

(Appropriate Acknowledgment to be added)

# BID FORM (Page 1 of 2)

FOR PURCHASE OF GOVERNMENT REAL PROPERTY  
(TO BE EXECUTED AND SUBMITTED IN DUPLICATE-Photocopies are acceptable)

**56 Acres of Vacant Land, Former Landfill  
48<sup>th</sup> & Holly Streets  
Commerce City, Colorado 80216**

**Sale # GSA-R-1499**

**Initial Bid**

☐

**Increase Bid**

☐

Check One

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within sixty (60) calendar days after the date of bid opening, to purchase the property described in the Schedule portion of this Invitation for the bid price entered below. This offer is subject to the provisions of the Invitation for Bids including the Schedule, the Special Terms of Sale, Instructions to Bidders; General Terms of Sale (Government Property for Removal from Site); the Bid Form and Acceptance all of which are incorporated herein as part of this bid.

**Bid Amount:** \$\_\_\_\_\_

Enclosed pursuant to paragraph 4 of Instructions to Bidders is a Bid Deposit in amount of:

Bid Deposit: \$10,000.  
Recordation Fee: \$120.

**Total Deposit and Fee: \$10,120.**

Bidder Represents that (s)he operates as:  
(check the appropriate box)

☐ An individual

Deed shall name Grantee(s) as follows:

☐ An individual doing business as:

☐ A partnership consisting of:

☐ A trustee acting for:

☐ a corporation, incorporated in the state of:

(If bidding as a corporation, the Certificate of Corporate Bidder, on back, must be executed and submitted in accordance with the Instructions to Bidders, Paragraph 3a., of this Invitation for Bids.)

Name and address of bidder (type or print)

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Signature and Date

Signer's name and title (type or print)

# BID FORM (Page 2 of 2)

## CERTIFICATE OF CORPORATE BIDDER

To be completed by corporate official other than the person signing bid above

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or other official title)

of the Corporation named as bidder herein; that \_\_\_\_\_

who signed this bid on behalf of the bidder, was then \_\_\_\_\_  
(Bidder's official title i.e. President)

of the said Corporation; that said bid was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

\_\_\_\_\_  
Signature of Certifying Corporate Officer

\_\_\_\_\_  
DATE

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## ACCEPTANCE BY THE GOVERNMENT

The foregoing bid for purchase of Government owned property known as the Former 48<sup>th</sup> and Holly Landfill, Commerce City, Colorado 80213 GSA Control Numbers 7-Z-CO-0647 is hereby accepted by and on behalf of the United States of America acting by and through the:

### Administrator of the U. S. General Services Administration

on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Signature of Contracting Officer: \_\_\_\_\_

Name and Title of Contracting Officer: \_\_\_\_\_



# Bid Deposit by Credit Card

To: General Services Administration  
Real Property Disposal Division (7PR)  
Attn: John A. Robinson, Realty Officer  
819 Taylor Street, Suite 11A09  
Fort Worth, TX 76102

Fax Number: 817-978-2063

This form may be submitted by Fax.

Deposit Amount: \$10,120

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. GSA-R-1499. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for Online Auction, paragraph 4, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

Applicant's Last Name (please print): \_\_\_\_\_

First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Visa \_\_\_\_\_ Master Card \_\_\_\_\_ Discover \_\_\_\_\_ Amex \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration Date \_\_\_\_\_

Driver's License #: State \_\_\_\_\_ /DL# \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit A



U.S. General Services Administration  
Public Buildings Service  
Real Property Disposal Division (7PR)  
819 Taylor Street, Room 11A09  
Fort Worth, TX 76102-6103

*Official Use Only*  
*Penalty for Private Use \$300*